

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 07		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. 38		3. EFFECTIVE DATE August 31, 2005		4. REQUISITION/PURCHASE REQ. NO. N/A	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS22E/MCE		7. ADMINISTERED BY (If other than Item 6) Procurement Office/PS22E George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812 Lizette.M.Kummer@NASA.gov/256-544-3457	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) COLSA Corporation 6726 Odyssey Drive Huntsville, AL 35802 Attn: Pat Hodges		(v)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA07C	
				10B. DATED (SEE ITEM 13) December 4, 2003	
Code 4U825		FACILITY CODE 128960			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22 LIMITATION OF FUNDS
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), FAR 52.232-2 Changes-Cost Reimbursement and MUTUAL AGREEMENT,
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Maximum Award Fee	Unearned Award Fee	Maximum Incentive Fee	Unearned Incentive Fee	Contract Value	Total Sum Allotted
Previous	\$ 65,567,061	\$ 2,635,434	(\$54,563)	\$ 1,419,081	-0-	\$ 69,567,013	\$ 46,200,522
This Mod	<u>141,210</u>	<u>5,900</u>	<u>-0-</u>	<u>3,177</u>	<u>-0-</u>	<u>150,287</u>	<u>-0-</u>
New Total	\$ 65,708,271	\$ 2,641,334	(\$54,563)	\$ 1,422,258	-0-	\$ 69,717,300	\$ 46,200,522

15A. NAME AND TITLE OF SIGNER (Type or print) Patricia U. Hodges Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marty B. Hanson Contracting Officer	
15B. CONTRACTOR/OFFEROR Original Signed by (Signature of person authorized to sign)	15C. DATE SIGNED August 30, 2005	16B. UNITED STATES OF AMERICA BY Original Signed by (Signature of Contracting Officer)	16C. DATE SIGNED August 31, 2005

Standard Form 30 Continued

1. The purpose of this modification is add the HMCG Secretary effort to the HOSC and to implement the negotiated equitable adjustment therefore. The period of performance for this effort begins 1 September, 2005 and ends 31 December , 2008.

2. A breakout of the negotiated cost and fee adjustments for performance of the HMCG Secretary effort by contract period is shown below, changes to existing values are depicted in italics:

	<u>BASIC PERIOD</u>	<u>OPTION 1</u>	<u>OPTION 2</u>	<u>TOTAL</u>
Estimated Cost	\$ 141,210	\$ 109,353	\$ 112,300	\$ 362,863
Fee	<u>9,077</u>	<u>7,029</u>	<u>7,219</u>	<u>23,325</u>
Total	\$ 150,287	\$ 116,382	\$ 119,519	\$ 386,188

<u>Basic Period</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Previous	\$ 65,567,061	\$ 2,635,434	\$ 1,419,081	\$ 69,567,013
<i>This Mod</i>	<u>141,210</u>	<u>5,900</u>	<u>3,177</u>	<u>150,287</u>
New Amt	\$ 65,708,271	\$ 2,641,334	\$ 1,422,258	\$ 69,717,300

<u>Option 1</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Previous	\$ 20,583,297	\$ 822,613	\$ 442,946	\$ 21,848,856
<i>This Mod</i>	<u>109,353</u>	<u>4,569</u>	<u>2,460</u>	<u>116,382</u>
New Amt	\$ 20,692,650	\$ 827,182	\$ 445,406	\$ 21,965,238

<u>Option 2</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Previous	\$ 20,740,412	\$ 830,682	\$ 447,290	\$ 22,018,384
<i>This Mod</i>	<u>112,300</u>	<u>4,692</u>	<u>2,527</u>	<u>119,519</u>
New Amt	\$ 20,852,712	\$ 835,374	\$ 449,817	\$ 22,137,903

<u>Evaluation Period</u>		<u>Maximum Award Fee</u>			<u>Maximum Incentive</u>		
		<u>Previous</u>	<u>This Mod</u>	<u>New Amt</u>	<u>Previous</u>	<u>This Mod</u>	<u>New Amt</u>
01/01/04-06/30/04	1	\$485,012	-0-	\$485,012	\$208,928	-0-	\$208,928
07/01/04-12/01/04	2	\$480,581	-0-	\$480,581	\$269,221	-0-	\$269,221
01/01/05-06/30/05	3	\$429,446	-0-	\$429,446	\$241,686	-0-	\$241,686
07/01/05-12/31/05	4	\$414,618	\$1,447	\$416,065	\$233,702	\$779	\$234,481
01/01/06-06/30/06	5	\$412,889	\$2,226	\$415,115	\$232,772	\$1,199	\$233,971
07/01/06-12/31/06	6	\$412,888	\$2,227	\$415,115	\$232,772	\$1,199	\$233,971
01/01/07-06/30/07	7	\$411,306	\$2,285	\$413,591	\$221,473	\$1,230	\$222,703
07/01/07-12/31/07	8	\$411,307	\$2,284	\$413,591	\$221,473	\$1,230	\$222,703
1/01/08-06/30/08	9	\$415,341	\$2,346	\$417,687	\$223,645	\$1,264	\$224,909
07/01/08-12/31/08	10	<u>\$415,341</u>	<u>\$2,346</u>	<u>\$417,687</u>	<u>\$223,645</u>	<u>\$1,263</u>	<u>\$224,908</u>
		\$4,288,729	\$15,161	\$4,303,890	\$2,309,317	\$8,164	\$2,317,481

3. To effect the foregoing, Clause B.2 Estimated Cost , Award Fee and Performance Incentive Fee, is hereby deleted in its entirety and the revised Clause B.2, shown on replacement pages B-1 through B2-A, is substituted in lieu thereof.

4. Attachment J-1-7 PWS is hereby revised to include the effort for the HMCg Secretary to WBS Section 2.9 Configuration Management.

5. In order to implement the contract changes resulting from this modification, the page (s) listed below is added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page(s) across from the revised area(s).

<u>Section</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
B, Supplies or Services and Prices/Costs	B-1, B-2, B-2A	B-1, B-2, B-2A
Attachment J-1, Performance Work Statement	J-1-7	J-1-7

6. Contractor's Statement of Release

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposals, and for such additional obligations as may be required by this modification.

Contract
Change Identification

Contractor
Proposal Number

Modification 38

Cost Quotation No. 05-07-213/R1 dtd August 12, 2005

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 Supplies And/Or Services To Be Furnished

(a) In a manner consistent with the Marshall Space Flight Center (MSFC) values, the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary for performing the "Huntsville Operations Support Center (HOSC)" in accordance with the Performance Work Statement, Attachment J-1.

(b) This is a cost-reimbursement contract with both award fee and performance incentive fee criteria (CPAF/IF). The award fee (subjective evaluation) and performance incentive fee (objective evaluation) will be assessed in accordance with the Fee Evaluation Plan (FEP), Attachment J-7.

(c) A portion of this contract is under an Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement, which will also be on a CPAF/IF basis. The purpose of this provision is to allow the Government to acquire indefinite services as addressed in the Performance Work Statement, Attachment J-1, Paragraphs 3.0 and 4.0. IDIQ requirements cannot be adequately defined for inclusion in the contract because the precise quantities that will be required during the contract period of performance cannot be predetermined. IDIQ will be ordered in accordance with Clause B.7- Task Ordering Procedure and Clause B.8- IDIQ Schedule of Rates. The guaranteed minimum quantity of work that will be ordered under the IDIQ portion of this contract shall be \$50,000 per year. The maximum not-to-exceed (NTE) amount of IDIQ work per contract year is \$3,000,000 per contract year.

(End of Clause)

B.2 Estimated Cost, Award Fee And Performance Incentive Fee

(a) The estimated cost of this contract is \$65,708,271. The maximum award fee is \$2,641,334. The maximum performance incentive fee is \$1,422,258. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is \$69,717,300.

(b) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee for the base contract period is shown below:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Performance Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
1/1/04 - 12/31/06	\$65,708,271	\$2,641,334	(\$54,563)	\$1,422,258	\$-0-	\$69,717,300

(c) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee is shown below for Option 1 and Option 2:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Perf. Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Option 1 (1/1/07 – 12/31/07)	\$20,692,650	\$827,182	TBD	\$445,406	TBD	\$21,965,238
Option 2 (1/1/08 – 12/31/08)	\$20,852,712	\$835,374	TBD	\$449,817	TBD	\$22,137,903

(d) The maximum award fee and maximum performance incentive fee for each of the contract periods specified above is hereby divided and allocated into individual six month evaluation periods during contract performance in order to calculate award and performance incentive fee earned.

<u>Evaluation Period</u>		<u>Maximum Award Fee</u>	<u>Maximum Incentive</u>
01/01/04-06/30/04	1	\$485,012	\$208,928
07/01/04-12/01/04	2	\$480,581	\$269,221
01/01/05-06/30/05	3	\$429,446	\$241,686
07/01/05-12/31/05	4	\$416,065	\$234,481
01/01/06-06/30/06	5	\$415,115	\$233,971
07/01/06-12/31/06	6	\$415,115	\$233,971
01/01/07-06/30/07	7	\$413,591	\$222,703
07/01/07-12/31/07	8	\$413,591	\$222,703
1/01/08-06/30/08	9	\$417,687	\$224,909
07/01/08-12/31/08	10	<u>\$417,687</u>	<u>\$224,908</u>
		\$4,303,890	\$2,317,481

(e) The amount of award fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

<u>Award Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January 1 - June 30, 2004	\$ 456,881	\$ 28,131
July 1 - December 31, 2004	<u>\$ 454,149</u>	<u>\$ 26,432</u>
Total	\$ 911,030	\$54,563

(f) The amount of performance incentive fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

<u>Incentive Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January 1 - June 30, 2004	\$ 208,928	\$-0-
July 1 - December 31, 2004	<u>\$ 269,221</u>	<u>\$-0-</u>
Total	\$ 478,149	\$-0-

(End of Clause)

B.3 Award Fee For Service Contracts (NFS 1852.216-76)(June 2000)

2.6 Risk Management

The contractor shall implement a continuous risk management program for systems developments, operations and business following standard industry practices. Risks and the associated status shall be reported in accordance with HOSC-PLAN-635, HOSC Project Risk Management Plan. Risk mitigation activities shall be pursued to maintain, safety, schedule, cost and technical performance.

2.7 Safety Program

The contractor shall establish and implement an industrial safety, health and environmental program and provide an On-Site Safety and Health Plan in accordance with DRD 1016SA-001. The contractor's industrial safety, health, and environmental program shall incorporate the following Safety and Health Program Core Process Requirement (CPR) elements documented in MPG 8715.1, Marshall Safety, Health, and Environmental (SHE) Program:

- a. Management commitment and employee involvement in the safety and health program.
- b. System and worksite hazard analysis.
- c. Hazard prevention and control.
- d. Safety and health training.
- e. Environmental compliance.

The contractor shall report mishaps and safety statistics to the MSFC Safety and Mission Assurance (S&MA) Office in accordance with DRD 1016SA-002.

2.8 Quality Management

The contractor shall establish, implement, and maintain quality assurance as a means of ensuring that products and services conform to specific requirements. The contractor shall provide quality management in accordance with HOSC-PLAN-661, HOSC Quality Plan.

2.9 Configuration Management (CM)

The contractor shall provide Configuration Management functions in accordance with MSFC-PLAN-2929, HOSC Configuration Management Plan. The contractor shall provide CM services to include configuration identification, change control management, and maintenance of the existing documents and software libraries under HOSC Management Control Group (HMC) CM control as well as the management and performance of configuration audits. The contractor shall define in DRD 1016CM-001, Configuration Management Plan, the process for managing internal contractor documentation compatible with MSFC-PLAN-2929. The contractor will also provide the Secretary for the HMC & Provide an independent assessment of change traffic to the Director, MOL.